



**COUNTY OF EL PASO**  
County Purchasing Department  
800 E. Overland, Suite 300  
El Paso, Texas 79901  
(915) 546-2048  
(915) 546-8180 Fax

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### **Notice to Interested Parties**

Sealed bids will be received at the County Purchasing Department, 800 E. Overland, Suite 300, El Paso, Texas 79901 before 2:00 p.m., Tuesday, March 1, 2016 to be opened at the County Purchasing Office the same date for Equipping Eleven (11) 2016 Ford Explorer Police Utility SUV's.

**Bids must be in a sealed envelope and marked:  
"Bid to be opened Tuesday, March 1, 2016  
Equipping Eleven (11) 2016 Ford  
Explorer Police Utility SUV's  
Bid #16-010"**

**Do not contact the requesting department. Any questions or additional information required by interested vendors must be emailed to: [bidquestions@epcounty.com](mailto:bidquestions@epcounty.com) before 02/18/2016, at 12:00 p.m. Bid number and title must be on the "Subject Line" of the email. Attempts to circumvent this requirement may result in rejection of the bid as non-compliant.**

Any changes in the specifications will be posted on the County website as an addendum. It shall be the bidder's responsibility to check the website prior to the bid opening date to verify whether any addendums have been posted. Website: [www.epcounty.com](http://www.epcounty.com); Bids and more.

Said contract shall be let to the lowest responsible bidder, and the **COMMISSIONER'S COURT RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND WAIVE TECHNICALITIES.** Only bids that conform to specifications will be considered. Faxed bids will not be accepted. Successful bidder shall not order items or services until a Purchase Order is received from the County Purchasing Office. Payment will not be made on items delivered without a Purchase Order. Contract will be awarded by lump sum or line item, whichever is in the best interest of the County.

In order to remain active on the El Paso County Vendor list, each vendor receiving this bid must respond in some form. Vendors submitting a bid must meet or exceed all specifications herein. Vendors submitting a no bid must submit their reason in writing to the El Paso County Purchasing Department.

**KENNIE DOWNING**  
Purchasing Agent

# El Paso County Code of Ethics Training Affidavit

(This form must be signed by an officer, principal, or individual authorized to bind the company under a contract with the County.)

IN COMPLIANCE WITH CHAPTER 161 OF THE TEXAS LOCAL GOVERNMENT CODE, ANY VENDOR INVOLVED IN A SINGLE PROCUREMENT EXCEEDING \$50,000 MUST COMPLETE THE ENCLOSED ETHICS TRAINING BEFORE SUBMITTING A BID OR BID WITH THE COUNTY OF EL PASO.

Purpose: The stability of democracy depends upon the continuing consent of the governed, which in turn depends upon the trust the electorate holds for its government. The Ethics Commission of the County of El Paso, Texas, in concert with elected county officials, as well as leaders of the various county departments, recognizes the need to maintain the public trust and confidence in the workings of county government and thus adopts this Code of Ethics.

What is a vendor:

Any person or their representative or employee whose goods and services are purchased under the terms of a purchase order or contractual agreement with the county; and any other persons doing business with the County.

Procurement: In advising upon, discussing, recommending, and/or granting any County purchases, bids or contracts, County public servants shall inform themselves about their financial interests, and shall make a reasonable effort to inform themselves about the financial interest of their family members.

County public servants shall excuse themselves from exercising influence, participating in, discussing, recommending, and/or granting of any County purchases, bids, or contracts if they or a family member have a substantial financial interest.

Private Communication: No member of the El Paso County Commissioners Court, County Elected Officials/Department Heads or the El Paso County Hospital District Board of Managers shall permit any vendor, its lobbyists, representative, or employee to communicate with him privately regarding any procurement of items by the County or the Hospital District from the date that the bid, RFP, or RFQ is authorized or released, whichever is first. No private communication regarding the purchase shall be permitted by a member of the Commissioners Court, a county elected official/department head, or

## El Paso County Code of Ethics Training Affidavit (continued)

the hospital district board of managers until the procurement process is complete and a purchase order is granted or a contract is entered into.

Members of the Commissioners Court, county elected officials/department heads and the board of managers shall make a reasonable effort to inform themselves regarding procurements and shall have a duty to inquire of vendors, their lobbyists, representatives, or employees, the nature of the private communication being sought prior to engaging in any communication.

This prohibition against private communication with vendors, their lobbyists, representatives, or employees shall apply to commissioners court approval of hospital district purchases.

I \_\_\_\_\_ am an officer, principal, or individual

(Full Name)

authorized to bind the company, known as

\_\_\_\_\_  
(Company name)

By reading and signing this document, I confirm that I have been trained in the County of El Paso's Code of Ethics regarding Vendors. I understand that any contact by myself or any representative of the company with a County of El Paso official or county employee, other than those shown on the RFP or bid documents shall cause the bid or bid to be immediately disqualified from consideration of award.

Name \_\_\_\_\_

Title \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
Signature \_\_\_\_\_

Date \_\_\_\_\_



**EL PASO COUNTY PURCHASING DEPARTMENT  
800 E. OVERLAND AVE., ROOM 300  
EL PASO, TEXAS 79901  
(915) 546-2048  
FAX: (915) 546-8180**

**Memorandum**

**To:** All Vendors

**Subject:** County Purchasing New Vendor/Bid System & Online Vendor Registration

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The Purchasing Department has implemented its new bid processing vendor notification/registration system. The new system will allow vendors to register and maintain their vendor file real time without the intervention of the Purchasing Department. Vendors will maintain their address information and contact information; as well as the commodity information that the vendor wants to be considered for on County bid solicitations. Vendors will be given a choice of receiving hard copy bid notifications, or electronic notifications to the vendors designated email and/or cellular telephone text number. We hope that the changes will help our vendors receive their solicitations in a more effective and efficient manner that will benefit both the County and the vendor with more timely, accurate, competitive bids.

All vendors wishing to receive or continue to receive bid notifications must register in this new system at [www.epcounty.com](http://www.epcounty.com). /Bids & More/Vendors List. Thank you for your cooperation. If you have any questions please contact us at (915)546-2048.

EL PASO COUNTY SIGNATURE PAGE

<p style="text-align: center;"><b>Bid # 16-010</b> <b>Equipping Eleven (11) 2016</b> <b>Ford Explorer Police Utility SUV's</b> Vendor must meet or exceed specifications</p>
<p>Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. <b>Please submit one (1) original copy and four (4) electronic versions of the complete bid (CD/DVD/Flashdrive) in Word/PDF Format. Electronic copies must reflect the original hard copy.</b></p>

I or we agree to furnish the following described equipment, supplies, or services for the prices shown in accordance with specifications listed below or attached. By execution of this bid, I hereby represent and warrant to El Paso County that I have read and understood the Bid Documents and the Contract Documents and this bid is made in accordance with the Bid Documents.

Please quote prices and discounts on the following items:  
F. O. B. El Paso County

\_\_\_\_\_  
Company

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Federal Tax Identification No.

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
DUNS Number (Applicable to Grant Funded Project)

\_\_\_\_\_

\_\_\_\_\_  
Representative Name & Title

\_\_\_\_\_  
Telephone Number include area code

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Fax Number include area code

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address

**\*\*\*THIS MUST BE THE FIRST PAGE ON ALL BIDS\*\*\***

# **Equipping Eleven (11) 2016 Ford Explorer Police Utility SUV's**

**Bid # 16-010**



**Opening Date  
Tuesday, March 1, 2016**

## **INTRODUCTION:**

The County of El Paso is seeking a company to purchase and install emergency law enforcement equipment into eleven (11) 2016 Ford Explorer Police Patrol Utility SUV in accordance with the terms, conditions, and specifications contained in this request for bid. Vehicles will be used by El Paso County Constables.

## **QUALIFICATIONS:**

1. The responding company must have been in the business of equipping public safety vehicles for the period of two years.
2. The facility where work is to be performed must be located within El Paso County.

## **SCOPE OF WORK:**

- A. The equipment described shall be purchased and installed in eleven (11) 2016 Ford Explorer Police Patrol Utility SUV.
- B. Safety Standards - All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Local, State and Federal vehicle standards.
- C. Delivery - Bidders shall indicate in their response, the estimated number of calendar days required to furnish and/or install eleven (11) vehicles.
- D. Facility Inspection and Facility Location - The vendor should have an actual building used for installations. The County reserves the right to inspect the contractor's facility, at any reasonable time with prior notice, the equipment or product or plant or other facilities throughout the duration of this contract. The facility where work is to be performed must be located within El Paso County. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid response will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required.
- E. Any County vehicle left at the vendor's location shall be secured inside a locked fenced compound under video surveillance or within a locked building.
- F. The vendor should be open during normal business hours from 9:00 am until 5:00 pm, Monday through Friday excluding holidays or weekends.
- G. All equipment is to be delivered to the vendor's place of business or storage area. No equipment will be shipped to the County of El Paso.
- H. Constables personnel will arrange delivery of the vehicle upon request of vendor.
- I. Workmanship and Materials - All parts installed and materials used in

performance of this contract should be unused, and or new (of current design or manufacture). Salvage materials will not be allowed without the express consent of the County. All materials shall be of the highest quality and shall conform to all applicable safety standards and be fully functional. The County shall be the sole judge as to parts and workmanship.

- J. Completed Work - The Successful bidder upon completion of work should notify the County. The County shall inspect and approve completed work before authorizing payment. Work not satisfactorily completed shall be redone by the bidder at no additional charge to the County.
- K. The County will consider all equivalents. Any exceptions or equivalents to each item must be noted on the bid price sheet or a separate sheet of paper. The County shall have final approval of equivalents or exceptions.

**Complete vehicle Installation shall include all equipment and/or labor as indicated below:**

**Equipment Specifications for 2016 Ford Police Interceptor Utility**

**MARKED PATROL UNITS WITH OVERHEAD LIGHT BAR – QUANTITY 10**

- 1) OVERHEAD LIGHT BAR (For Marked patrol units only) – 52” length, 13.5” width and 2.25” height low profile LED light bar with multi-color technology. Bar to be configured with four (4) dedicated takedown lights to the front, one (1) alley light to the left and right, two (2) multi-color red/white heads on the front driver side, two (2) multi-color blue/white heads on the front passenger side, both front and rear driver side corner modules to be multi-color red/white, both front and rear passenger side corner modules to be multi-color blue/white, and seven (7) rear led modules configured from driver to passenger sides as follows: solid red, red/amber, red/amber, amber, blue/amber, blue/amber, blue. Multi-color light heads must consist of two (2) full signals out of each individual head, not split in half. Front of light bar and rear corners must allow for solid burn white to provide greater than 180 degree flood light. Must have integrated directional Arrowstik for traffic direction in the rear. Plug and play installation and programming. Light bar will have five (5) year warranty on all LED components. Suggested model of light bar will be Code 3 Defender TC2 Multicolor or equivalent.
- 2) Rear warning light to be mounted on rear license plate brackets. Lights to consist of one red and one blue, (red on driver side and blue on passenger side) and mounted on rear license plate bracket. Two (2) additional lights with split red and blue option to be mounted in the side windows for side/intersection warning capabilities. Hide a Blast for rear hatch when lifted (one (1) red and one (1) blue). Plug and play installation and programming. Appropriate hook and mounting options. Lights will have five 5 year warranty on all LED components. Suggested model number of lights will be Code 3 MR6 LED Lighthoods or equivalent.

- 3) 100/200 watt electronic siren with light controller including directional lighting (ArrowStik), including amplifier, programmable remote control head with noise cancelling microphone and relay module. Includes wail, yelp, priority air horn and manual siren tones. Control head must also have backlight adjustability and horn-ringing transfer allowing officers to control siren functions from steering wheel. Plug and play installation and programming. Five (5) year warranty on parts. One (1) year on factory labor. Suggested model number of siren will be Code 3 Z3 Siren and Z3SWIF or equivalent.
- 4) 100-Watt output power siren speaker, black corrosion resistant aluminum with applicable mounting bracket. Five (5) year warranty on driver and one (1) year on factory labor. Suggested model Code 3 C3100PIU Series Speaker or equivalent.
- 5) Prisoner transport products as follows:
  - a. Sliding window partition with recessed center panel and lower extension kit. Must include all mounting hardware and be side airbag compliant.
  - b. Steel window barriers to be mounted on passenger and driver side rear doors.
  - c. Molded rear prisoner seat with center mounted seat belts that can be buckled on the outside to allow the officer to buckle the belts without bending into the vehicle. Must come with rear cargo cage.
  - d. Blac Rac single gun lock mounted vertically in the recess of the partition. Should be wired with unlock for approximately 8 seconds and relock.
- 6) WatchGuard 4RE video system with multi camera simultaneous recording capability, monitor with system controls, front auto iris CCD camera with 10X optical zoom lens and 12X digital zoom and auto zoom feature, GPS interface, crash activation, and a rear compartment camera. System shall come with 2 (two) 40 GB solid state recording media. System shall have one (1) year standard factory warranty.
- 7) Kustom Signals Raptor KA band with radar with dual antennas, directional and same lane.
- 8) Booster Buddies for push bumpers. Used to jump start vehicles to prevent damage to equipment in patrol units caused jump starting cars.
- 9) Fire extinguisher, 5 lb., ABC dry chemical, refillable with vehicle mounting bracket.
- 10) Headlight Wig Wags for the front headlights, two (2) twist lock white LED lights for the rear with six (6) LED's that fit into the 86T taillight option from Ford HB6PAK-PI-W or equal, and two 180 degree LED lights mounted on the front push bumper (Federal Signal MPSW9 or equal) in white.

- 11) Secure Idle model SI240T-IH which allows vehicle to run after removing ignition key, but will shut off vehicle if taken out of park without reinserting ignition key.
- 12) Custom center console designed to fit Ford Police Interceptor Utility for mounting of remote radio and siren/light control heads, as well as two (2) cup holders and arm rest and appropriate faceplates/blanks. Console must allow for mounting of computer docking station on top.
- 13) Computer docking station with Internal Lind 120W power supply for Panasonic Toughbook CF 31 computer. Panasonic circuit board included in dock and single antenna pass through. Dock should be capable of being mounted to top of console with locking slide arm capable of tilt up to 90 degrees fore and 30 degrees aft and motion attachment that rotates 360 degrees. The arm assembly should also rotate 360 degrees and be able to lock every 15 degrees.
- 14) All-In-One Printer capable of utilizing standard office paper (8 ½" x 11") to print Odyssey receipts during warrant fine collection. Must have scan and copy functions. Need printer, USB cables, power docks and appropriately pre-manufactured mounting brackets for rear cargo area. Printers to be pre-wired to rear cargo area of vehicle. Suggested model HP OfficeJet 150 Mobile All-In-One Printer or equivalent.
- 15) Universal black gun lock box. Dimensions 8.25" x 9.25" x 3". Locks into sleeve that is mounted to vehicle. Smittybilt 2746 or equivalent.
- 16) Power protection package for all electronic equipment installed on vehicle. This package includes a Charge Guard model CG-X, Fuse Panel with slots for 10 ATO/ATC fuses and maximum capacity of 100 Amps, and a 75 AMP Bosch Mini Giant relay.
- 17) Window tinting on front two (2) windows of vehicle. Should be lifetime warranted Llumar ATR film or 3M film, light transmission, specific to individual precinct requests.
- 18) Premium fold up trunk plate that attaches inside of rear cargo above spare tire. Equipment mount is surface 25" wide x 30" long. Havis C-TTP-INUT-2 or equivalent.
- 19) Heavy duty steel push bumper. Does not interfere with SRS Airbag system.
- 20) Graphics/stripping for patrol units. Striping on sides to read Constable (letter height of approximately seven (7) inches with width of approximately 66 inches) and El Paso County underneath Constable (letter height of approximately four (4) inches with width of approximately 52 inches). All other lettering to be approximately two (2) inches in height. The lettering will be black with a gold outline. Front bumper to have unit # on each side of vehicle. Front fender to have individual precinct's badge (badge height of approximately seven (7) inches). Rear fenders to have Precinct #s

on each side of vehicle. Rear to have Constable and additional reflective striping. Unit number to be on roof size of approximately eighteen inches (height) by thirty-seven inches (width). All striping to be of high quality reflective material, suggested brand of 3M. Pictures of samples attached.

- 21) Installation of all equipment on this bid. Individual precinct representatives will approve installation of each unit for the individual precincts. Vendor must provide a local shop for installation/warranty service. Installation shall carry a minimum three (3) year warranty.

**MARKED PATROL UNIT WITH SLICK TOP/INTERIOR EMERGENCY LIGHTING –  
QUANTITY 1**

1. (Slick top patrol units) Interior windshield light with multi-color technology. Bar to be configured with red and white LED's on driver side and blue and white LED's on passenger side. Must be contoured for custom installation against the upper interior of windshield between the sun visor and glass with vehicle specific design. Must be capable of having entire lightbar turned into an all-white takedown light for coverage to front of vehicle. Plug and play installation and programming. Appropriate hook and mounting options. Light bar will have five (5) year warranty on all LED components. Suggested model number of light bar will be Code 3 Multicolor SuperVisor SV77MCPIU.
2. (Slick top patrol units) Rear warning light with multi-color technology. Lights to consist of red and amber LED's to driver side rear of vehicle and blue and amber LED's lights to passenger side rear of vehicle. Must be capable of being installed underneath the rear spoiler providing driver with maximum rear window visibility and eliminating any possibility of interior backflash. Must be capable of having continuous red and blue warning or amber ArrowStik warning. Plug and play installation and programming. Appropriate hook and mounting options. Must have five (5) year warranty on all LED components. Suggested model number of the light bar will be Code 3 Citadel / Citadel-EXI.
3. Rear warning light to be mounted on rear license plate brackets. Lights to consist of one red and one blue, (red on driver side and blue on passenger side) and mounted on rear license plate bracket. Two (2) additional lights with split red and blue option to be mounted in the side windows for side/intersection warning capabilities. Hide a Blast for rear hatch when lifted (one (1) red and one (1) blue). Plug and play installation and programming. Appropriate hook and mounting options. Lights will have five (5) year warranty on all LED components. Suggested model number of lights will be Code 3 MR6 LED Lightheads or equivalent.
4. 100/200 watt electronic siren with light controller including directional lighting (ArrowStik), including amplifier, programmable remote control head with noise cancelling microphone and relay module. Includes wail, yelp, priority air horn and manual siren tones. Control head must also have backlight adjustability and horn-transfer allowing officers to control siren functions from steering wheel. Plug

and play installation and programming. Five (5) year warranty on parts. One (1) year on factory labor. Suggested model number of siren will be Code 3 Z3 Siren and Z3SWIF.

5. 100-Watt output power siren speaker, black corrosion resistant aluminum with applicable mounting bracket. Five (5) year warranty on driver and one (1) year on factory labor. Suggested model Code 3 C3100PIU Series Speaker or equivalent.
6. Prisoner transport products as follows:
  - a. Sliding window partition with recessed center panel and lower extension kit. Must include all mounting hardware and be side airbag compliant.
  - b. Steel window barriers to be mounted on passenger and driver side rear doors.
  - c. Molded rear prisoner seat with center mounted seat belts that can be buckled on the outside to allow the officer to buckle the belts without bending into the vehicle. Must come with rear cargo cage.
  - d. Blac Rac single gun lock mounted vertically in the recess of the partition. Should be wired with unlock for approximately 8 seconds and relock.
7. WatchGuard 4RE video system with multi camera simultaneous recording capability, monitor with system controls, front auto iris CCD camera with 10X optical zoom lens and 12X digital zoom and auto zoom feature, GPS interface, crash activation, and a rear compartment camera. System shall come with two (2) 40 GB solid state recording media. System shall have one (1) year standard factory warranty.
8. Kustom Signals Raptor KA band with radar with dual antennas, directional and same lane.
9. Booster Buddies for push bumpers. Used to jump start vehicles to prevent damage to equipment in patrol units caused jump starting cars.
10. Fire extinguisher, 5 lb., ABC dry chemical, refillable with vehicle mounting bracket.
11. Headlight Wig Wags for the front headlights, two (2) twist lock white LED lights for the rear with six (6) LED's that fit into the 86T taillight option from Ford HB6PAK-PI-W or equal, and two (2) 180 degree LED lights mounted on the front push bumper (Federal Signal MPSW9 or equal) in white.
12. Secure Idle model SI240T-IH which allows vehicle to run after removing ignition key, but will shut off vehicle if taken out of park without reinserting ignition key.

13. Custom center console designed to fit Ford Police Interceptor Utility for mounting of remote radio and siren/light control heads, as well as two cup holders and arm rest and appropriate faceplates/blanks. Console must allow for mounting of computer docking station on top.
14. Computer docking station with Internal Lind 120W power supply for Panasonic Toughbook CF 31 computer. Panasonic circuit board included in dock and single antenna pass through. Dock should be capable of being mounted to top of console with locking slide arm capable of tilt up to 90 degrees fore and 30 degrees aft and motion attachment that rotates 360 degrees. The arm assembly should also rotate 360 degrees and be able to lock every 15 degrees.
15. All-In-One Printer capable of utilizing standard office paper (8 ½" x 11") to print Odyssey receipts during warrant fine collection. Must have scan and copy functions. Need printer, USB cables, power docks and appropriately pre-manufactured mounting brackets for rear cargo area. Printers to be pre-wired to rear cargo area of vehicle. Suggested model HP OfficeJet 150 Mobile All-In-One Printer or equivalent.
16. Universal black gun lock box. Dimensions 8.25" x 9.25" x 3". Locks into sleeve that is mounted to vehicle. Smittybilt 2746 or equivalent.
17. Power protection package for all electronic equipment installed on vehicle. This package includes a Charge Guard model CG-X, Fuse Panel with slots for 10 ATO/ATC fuses and maximum capacity of 100 Amps, and a 75 AMP Bosch Mini Giant relay.
18. Window tinting on front two (2) windows of vehicle. Should be lifetime warranted Llumar ATR film or 3M film, light transmission specific to individual precinct requests.
19. Premium fold up trunk plate that attaches inside of rear cargo above spare tire. Equipment mount is surface 25" wide x 30" long. Havis C-TTP-INUT-2 or equivalent.
20. Heavy duty steel push bumper. Does not interfere with SRS Airbag system.
21. Graphics/stripping for patrol units. Striping on sides to read Constable (letter height of approximately seven (7) inches with width of approximately 66 inches) and El Paso County underneath Constable (letter height of approximately four (4) inches with width of approximately 52 inches). All other lettering to be approximately two (2) inches in height. The lettering will be black with a gold outline. Front bumper to have unit # on each side of vehicle. Front fender to have individual precinct's badge (badge height of approximately seven (7) inches). Rear fenders to have Precinct #s on each side of vehicle. Rear to have Constable and additional reflective striping. Unit number to be on roof size of approximately eighteen (18) inches (height) by thirty-seven (37) inches (width). All striping to be of high quality reflective material, suggested brand of 3M. Pictures of sample attached.

22. Installation of all equipment on this bid. Individual precinct representatives will approve installation of each unit for the individual precincts. Vendor must provide a local shop for installation/warranty service. Installation shall carry a minimum three (3) year warranty.

**TOTAL PARTS REQUESTED for MARKED PATROL UNITS WITH OVERHEAD LIGHT BAR**

Item	Product Description	Brand	Vendor Part #	Quantity
1	Defender Multi Color Light bar 52" Option	COD	DF52A-71381	10
2	MR6 red light head	COD	MR6FM-R	10
2	MR6 blue light head	COD	MR6FM-B	10
2	License plate bracket	COD	LXEXLPBKT-CHR	10
2	MR6 Split Red/Blue Lighthouse	COD	MR6FM-RB	20
2	Brackets	COD	XT6LBKT	20
2	Hide a Blast for rear hatch when lifted red	COD	HB6PAK-R	10
2	Hide a Blast for rear hatch when lifted blue	COD	HB6PAK-B	10
3	Z3 Siren	COD	Z3	10
3	Z3 Steering Wheel Interface Module	COD	Z3-SWIF	10
4	C3100 speaker	COD	C3100FX3	10
5	Aedec Seats	ORP	SUV1C1311	10
	Partition	ORP	5700W/5700FER/570711	10
5	Window Screens	STI	WK0514ITU12H	10
5	Blac Rac Single Gun Lock	STI	GK0068E	10
5	Floor Pan	LGN	FE4502-FP	10
6	WatchGuard 4RE HD Digital Recording System w/ Radar Interface Cable for Kustom Raptor	WG	SVC-4RE-INS-100	10
7	Kustom Signals Raptor Ka Band Radar	KUS	849	10
8	Booster Buddies	BDW	20197	10
9	Fire Extinguisher, 5lbs.	HEN		10
10	Wig Wags	FED	FH-HL	20
10	Alternate 180 degree lights on push bumper	FED	MPSW9-W	20
10	Taillight LED Hide-a-blast	COD	HB6PAK-PI-W	20
11	Secure Idle	SII	SI240T-IH	10
12	Console Package with Locking Slide Arm	GAM	7170-0166	10
13	Docking Station with Power Supply	GAM	7160-0318-05	10
14	HP OfficeJet 150 All-in-One Printer	CDW-G	CN5504#B1H	10
15	Hand Gun lock box	SMB	2746	10
16	Power Protection Package	HAV	CG-X	10
16	Fuse Panel	GCN	82-2305	10
16	75 Amp Bosch Relay	ACL	5075	10
17	Front 2 Window Tint	LLU	ATR30-90	10
18	Equipment Tray	HAV	C-TTP-INUT-2	10
19	Push Bumper	ORP	5342	10
20	Graphics/vehicle striping		Striping	10
21	Installation			10
22	Supplies include cables for printer prewire			10

**TOTAL PARTS REQUESTED for MARKED PATROL UNITS WITH SLICK  
TOP/INTERIOR EMERGENCY LIGHTING**

Item	Product Description	Brand	Vendor Part #	Quantity
1	Supervisor interior light bar	COD	SV77MCPIU	1
2	Citadel Rear Light Bar	COD	CITADEL-EXI, 3 OF THE XT4MC-RA-CT AND 3 OF THE XT4MC-BA-MC	1
3	MR6 red light head	COD	MR6FM-R	1
3	MR6 blue light head	COD	MR6FM-B	1
3	License plate bracket	COD	LXEXLPBKT-CHR	1
3	MR6 Split Red/Blue Lighthouse	COD	MR6FM-RB	2
3	Brackets	COD	XT6LBKT	2
3	Hide a Blast for rear hatch when lifted red	COD	HB6PAK-R	1
3	Hide a Blast for rear hatch when lifted blue	COD	HB6PAK-B	1
4	Z3 Siren	COD	Z3	1
4	Z3 Steering Wheel Interface Module	COD	Z3-SWIF	1
5	C3100 speaker	COD	C3100FX3	1
6	Aedec Seats	ORP	SUV1C1311	1
6	Partition	ORP	5700W/5700FER/570711	1
6	Window Screens	STI	WK0514ITU12H	1
6	Blac Rac Single Gun Lock	STI	GK0068E	1
6	Floor Pan	LGN	FE4502-FP	1
7	WatchGuard 4RE HD Digital Recording System w/ Radar Interface Cable for Kustom Raptor	WG	SVC-4RE-INS-100	1
8	Kustom Signals Raptor Ka Band Radar	KUS	849	1
9	Booster Buddies	BDW	20197	1
10	Fire Extinguisher, 5lbs.	HEN		1
11	Wig Wags	FED	FH-HL	2
11	Alternate 180 degree lights on push bumper	FED	MPSW9-W	2
11	Taillight LED Hide-a-blast	COD	HB6PAK-PI-W	2
12	Secure Idle	SII	SI240T-IH	1
13	Console Package with Locking Slide Arm	GAM	7170-0166	1
14	Docking Station with Power Supply	GAM	7160-0318-05	1
15	HP OfficeJet 150 All-in-One Printer	CDW-G	CN5504#B1H	1
16	Hand Gun lock box	SMB	2746	1
17	Power Protection Package	HAV	CG-X	1
17	Fuse Panel	GCN	82-2305	1
17	75 Amp Bosch Relay	ACL	5075	1
18	Front 2 Window Tint	LLU	ATR30-90	1
19	Equipment Tray	HAV	C-TTP-INUT-2	1
20	Push Bumper	ORP	5342	1
21	Graphics/vehicle striping		Striping	1
22	Installation			1
23	Supplies include cables for printer prewire			1

**BID PRICE SHEET**

**Bid # 16-010  
Equipping Eleven (11) 2016 Ford  
Explorer Police Utility SUV's**

Name of Bidder \_\_\_\_\_

Bid price shall include all labor, materials, supplies, fees, and any other costs associated with the equipping of the eleven (11) vehicles. (No sales or excise taxes will apply.)

Description	Qty.	Unit Cost	Extended Cost	Delivery (in days)	Warranty
Equipping Police Patrol Utility SUV with light bar	10				
Equipping Police Patrol Utility SUV with interior light bar	1				
Additional 1 year warranty for WatchGuard 4RE video	11				

Bidder must check the Yes or No to the question below:

\_\_\_\_ Yes, the price above is for the equipping as specified.

\_\_\_\_ No, I have one or more exceptions to the specifications for the equipping. List the exception in the space below.

List any exceptions to the bid specifications:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and all products, and services at the prices offered, and upon the conditions in the specifications of the Invitation for Bid.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Signed \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



**1318**

**37" X 18"  
ROOF NUMBER**

**CAR IS FOR  
VIEWING ONLY**



## **General Provisions County of El Paso, Texas**

**These General Provisions are considered standard language for all County of El Paso bids and RFP documents. If any “specific bid requirements” differ from the General Provisions listed here, the “specific bid requirements” shall prevail.**

### **1. BID PACKAGE**

- a. The request for bid, general and special provisions, drawings, specifications/line item details, contract documents and the bid sheet are all considered part of the bid package. Bids must be submitted on the forms provided by the County, including the bid sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the bid sheet/contract page (s) may disqualify the bid from being considered by Commissioners’ Court. Any individual signing on behalf of the bidder expressly affirms that he or she is duly authorized to tender this bid and to sign the bid sheet/contract under the terms and conditions in this bid. Bidder further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners’ Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid. Changes must also be made to any electronic copies submitted. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each bidder is required to thoroughly review this entire bid packet to familiarize themselves with the bid procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful bidder will execute with the County.
- b. **Bid must be in the Purchasing Department BEFORE the hour and date specified. Faxed or e-mailed bids will not be accepted. Late bids will not be considered under any circumstances.**
- c. Any bid sent via express mail or overnight delivery must have the BID number and title clearly marked on the outside of the envelope or package. Failure to clearly identify your bid may be cause for disqualification.

### **2. COMPETITIVENESS AND INTEGRITY**

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, bidders are to direct all communications regarding this bid to the El Paso County Purchasing Agent or assigned designee, unless otherwise specifically noted.

An authorized person from the submitting firm must sign all bids. The signature acknowledges that the bidder has read the bid documents thoroughly before submitting a bid and will fulfill the obligations in accordance to the terms, conditions, and specifications.

Please carefully review this Request for Bid. It provides specific information necessary to aid participating firms in formulating a thorough response.

### **3. BIDDER'S RESPONSIBILITY**

The Bidder must affirmatively demonstrate its responsibility. The Bidder must also meet the following minimum requirements:

- Have been in business of providing services for a minimum of 1 years;
- Have adequate financial resources or the ability to obtain such resources as required;
- Be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this Request for Bid;
- Have satisfactory record of performance;
- Have a satisfactory record of integrity and ethics; and
- Be otherwise qualified and eligible to receive an award.

### **4. REJECTION OF BIDS**

The County, acting through its Commissioners' Court reserves the right to: (1) reject any and all bids and waive any informality in the bids received; (2) disregard the bid of any bidder determined to be not responsible. The County further reserves the right to reject any bid due to failure of performance on deliveries as determined in writing by the County Purchasing Agent.

### **5. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS**

It is the responsibility of the prospective bidder to review the entire invitation to bid packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or bid procedures must be received in the Purchasing Department no less than seventy-two hours prior to the time set for bid opening. Vendors are to propose as specified herein or propose an approved equal. The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that the County of El Paso is seeking.

Under Local Gov't Code Section 262.005 and Health & Safety Code Section 361.426, the County is required to give preference to products made of recycled materials if they meet specs. The County is also required to encourage the use of recycled products in developing new procedures and specs. They are also required to eliminate procedures and specifications that explicitly discriminate against products made of recycled materials.

### **6. SUBSTITUTES**

It is not the County's intent to discriminate against any material of equal merit to those specified however, should the bidder desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued.

**7. EXCEPTIONS TO BID**

The bidder will list on a separate sheet of paper any exceptions to the conditions of the bid. This sheet will be labeled, "Exceptions to Bid Conditions", and will be attached to the bid. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

The Bidder must specify in its bid any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the bid and should indicate its possible or actual advantage to the program being offered.

The County reserved the right to offer these alternatives to other bidders.

**8. PRICING**

Bids for equipment shall offer new (unused) equipment or merchandise unless otherwise specified. Quotes F.O.B. destination. If otherwise, show exact cost to deliver (merchandise only). Bid will be either lump sum or unit prices as shown on the bid sheet. The net price will be delivered to the El Paso County, including all freight or shipping charges. In case of error in extension, unit prices shall govern. Bid subject to unlimited price increases will not be accepted. The County is tax exempt and no taxes should be included in your bid.

Unless prices and all information requested are complete, bid may be disregarded and given no consideration.

In case of default by the contractor, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods or performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court.

**9. TAX EXEMPTION**

Pursuant to Section 151.309 of the Texas Tax Code, El Paso County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code. In accordance with Section 151.309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151.

**10. MODIFICATION OF BIDS**

A bidder may modify a bid by letter at any time prior to the submission deadline for receipt of bids. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by bidder guaranteeing authenticity. Bids may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court

consideration of same. No substitutions or cancellations for merchandise will be permitted without written approval of the County Purchasing Agent.

## 11. SIGNATURE OF BIDS

Each bid shall give the complete mailing address of the Bidder and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each bid shall include the Bidder's Federal Employer Identification Number (FEIN). Failure to sign the Contract page(s) and bid response sheet will disqualify the bid from being considered by the County. The person signing on behalf of the Bidder expressly affirms that the person is duly authorized to render the bid and to sign the bid sheets and contract under the terms and conditions of this bid and to bind the Bidder thereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioner's Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

## 12. AWARD OF BID/BIDS-EVALUTATION CRITERIA AND FACTORS

### Pursuant to the Texas Local Government Code

**Bids** shall be awarded to the responsible bidder that submits the lowest and best bid.

**Bids** will be made to the responsible bidder whose bid is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Bid. The prices proposed will be considered firm and cannot be altered after the submission deadline. **The proposed cost to the County will be considered firm, unless the County invokes its right to request a best and final offer and cannot be altered after the submission deadline.**

The County reserves the right to reject any or all bids in whole or in part received by reason of this bid and may discontinue its efforts under this bid for any reason or no reason or solely for the County's convenience at any time prior to actual execution of the contract by the County. County reserves the right to accept or reject all or any part of the bid, waive minor technicalities, or to award by item or by total bid. Price should be itemized.

**A Bidder whose bid does not meet the mandatory requirements set forth in this Bid will be considered noncompliant.**

Each Bidder, by submitting a bid, agrees that if its bid is accepted by the Commissioners' Court, such Bidder will furnish all items and services upon the terms and conditions in this b and contract.

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Insurance in the schedule of the Requests for Bids.

**13. PUBLIC INFORMATION ACT**

The parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act. Bidder agrees that it has marked any information that it considers to be confidential, proprietary, and/or trade secret in its bid. County agrees to provide notice to Bidder in accordance with the Public Information Act in the event the County receives a request for information under the Public Information Act for information that the Bidder has marked as confidential, proprietary, and/or trade secret.

**14. RESULTANT CONTRACT**

The resultant contract shall become effective upon the Commissioners' Court execution of the same. The contract documents shall consist of the contract, the general and special provisions, the drawings, bid package, any addenda issued, and any change orders issued during the work.

The criteria utilized for determining responsibility of bidder(s) includes, but is not limited to, the bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County to determine whether a bidder is responsible. The term of the resultant contract will begin as stated in the contract executed by the Commissioners' Court and will terminate on the date specified in the contract unless terminated earlier as herein set forth.

**15. ESTIMATED QUANTITIES**

Any reference to quantities shown in the Request for Bids are an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its requirements.

**16. CONTRACTOR INVESTIGATION**

Before submitting a bid, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. If the contractor receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

**17. NO COMMITMENT BY COUNTY**

This Request for Bid does not commit the County to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a bid to this request, or to procure or contract for services or supplies.

**18. BEST AND FINAL OFFERS**

In acceptance of bids, the County reserves the right to negotiate further with one or more of the contractors as to any features of their bids and to accept modifications of the work and price when such action will be in the best interest of the County. This includes solicitations of a Best and Final Offer from one or more of the bidders. If invoked, it allows acceptable bidders the opportunity to amend, change or supplement their original bid. Bidders may be contacted in writing requesting that they submit their best and final offer. Any such best and final offer must include discussed and negotiated changes.

**19. SINGLE BID RESPONSE**

If only one bid is received in response to the Request for Bids, a detailed cost bid may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost bid in order to determine if the price is fair and reasonable.

**20. REJECTION/DISQUALIFICATION OF BIDS**

El Paso County reserves the right to reject any or all bids in whole or in part received by reason of this bid package and may discontinue its efforts for any reason under this bid package at any time prior to actual execution of the Contract by the County. Bidders may be disqualified and rejection of bids may be recommended to the Commissioners' Court for any of (but not limited to) the following causes:

- A. Failure to use the bid form(s) furnished by the County, if applicable.
- B. Lack of signature by an authorized representative that can legally bind the company on the bid form.
- C. Failure to properly complete the bid.
- D. Bids that do not meet the mandatory requirements.
- E. Evidence of collusion among bidders.

**21. CHANGES IN SPECIFICATIONS**

If it becomes necessary to revise any part of this bid, a written notice of such revision will be posted on the County Purchasing website. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is posted on the County Purchasing website. It shall be Bidder's responsibility to check the website prior to the bid opening date to verify whether any addendums have been posted.

**22. BID IDEAS AND CONCEPTS**

The County reserves the right to adopt or use for its benefits, any concept, plan, or idea contained in any bid.

**23. BID/BID DISCLOSURES**

Results of bids for the purchase of goods, materials, general services and construction are considered public information at the time of the bid opening. All information contained in the bid response is available for public review.

The Bid for Services: The names of those who submitted bids will not be made public information until an award is made by Commissioners' Court and contract executed by the parties. No price, staffing or other bid information will be released. Bidders are requested to withhold all inquiries regarding their bid or other submissions until after an award is made. No communication is to be had with any County employee, other than the Purchasing Agent, regarding whether a bid was received. Violations of this provision may result in the rejection of a bid.

**24. WITHDRAWAL OF BID**

Bidders may request withdrawal of a sealed bid prior to the scheduled bid opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing. No bids may be withdrawn for a period of sixty (60) calendar days after opening of the bids.

**25. INDEMNIFICATION**

- A.** The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s) in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against El Paso County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensations a sum of money reasonably sufficient to liquidate any and all such lawful claims.

- B.** Pursuant to Texas Local Government Code Section 262.032(b), any successful bidder who is awarded any contract in excess of \$50,000 may be required to execute a performance bond to the County. Said bond shall be in the full amount of the contract and must be furnished within 30 days after the date a purchase order is issued or the contract is signed and prior to commencement of the actual work. A performance bond required pursuant to this section shall be noted in the attached detailed bid specifications or scope of work. This section does not apply to a performance bond required by Chapter 2253, Texas Government Code.

**26. PROOF OF INSURANCE**

Successful bidder agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services limits of not less than the following sums:

**INSURANCE REQUIREMENTS FOR CONSTRUCTION AND OTHER SERVICES PROVIDED TO THE COUNTY OF EL PASO**

GENERAL LIABILITY:

\$1,000,000 – Each Occurrence  
\$1,000,000 – General Aggregate  
\$1,000,000 – Personal & Advertising Injury  
\$1,000,000 – Products/Completed Operations – Aggregate  
\$5,000 – Premises Medical Expense  
\$500,000 – Fire Legal Damage Liability  
County named as “Additional Insured”  
Waiver of Subrogation

AUTOMOBILE:

\$1,000,000 – Each Occurrence  
County named as “Additional Insured”  
Waiver of Subrogation

WORKERS COMPENSATION:

\$1,000,000 – Employers Liability – Each Accident  
\$1,000,000 – Employers Liability – Each Employee  
\$1,000,000 – Employers Liability – Disease – Policy Limit  
Statutory Limits  
Waiver of Subrogation

CONSTRUCTION PROJECTS additional requirements:

Builders Risk Policy for total amount of completed project  
Bid Bond  
Performance & Payment Bond

PROFESSIONAL SERVICES additional requirements:

Limit of \$1,000,000 for E&O/Professional Insurance.

Successful bidder shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful bidder. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful bidder to the County.

Insurance is to be placed with insurers having a Best rating of no less than A. The Bidder shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract. The certificates and endorsements for each insurance policy

are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Bidder shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity. The County agrees to provide Bidder with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Bidder shall have the right to defend any such claim, demand or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Bidder.

In no event shall the County be liable for any damage to or destruction of any property belonging to the Bidder.

**El Paso County shall be listed as the additional insured on policy certificates and shall be notified of changes to the policy during the contractual period.**

**27. MANDATORY DISCLOSURES:**

Texas law requires the following disclosures by vendors:

**Conflict of Interest Disclosure Reporting (required of all vendors responding to the BID/RFP/RFQ)**

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity make certain disclosures. In 2015, the Texas Legislature updated the law and the Texas Ethics Commission made corresponding changes to the Conflict of Interest Questionnaire (CIQ Form), in which the vendor must disclose any covered affiliation or business relationship with County personnel that might cause a conflict of interest with a local government entity. A list of County elected officials and employees that will award the bid and/or make recommendations for award are included in this bid. By law, a completed questionnaire must be filed with the County of El Paso County, Texas. If no conflict of interest exists, write "N/A" or "None" in Box 3 of the CIQ Form. For vendor's convenience, a blank CIQ Form is enclosed with this bid. Blank CIQ Forms may also be obtained by visiting the Purchasing Department website at: <http://epcounty.com/purchasing/bids/default.htm>

**Disclosure of Interested Parties (only required of vendors who are awarded the BID/RFP/RFQ)**

In 2015, the Texas Legislature added Section 2252.908 to Chapter 2252 of the Texas Government Code. Pursuant to Section 2252.908, for contracts entered into January 1, 2016 and after, the awarded vendor must submit to the County a completed "Certificate of Interested Parties" form, which will be included in the Commissioners Court agenda at the time the contract is approved and sent to the Texas Ethics Commission within 30 days thereafter. For Bidder's information and convenience, a blank Certificate of Interested Parties Form is enclosed with this bid. Blank Certificate of Interested Parties Forms may also be obtained by visiting the Purchasing Department website at: <http://epcounty.com/purchasing/bids/default.htm>

**28. NON-COLLUSION AFFIDAVIT**

The contractor declares, by signing and submitting a bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid, of that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid price of the contractor of any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the bid are true; and further, that the contractor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Non negotiations, decisions, or cautions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Request for Bid.

No officer or employee of the County, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking, shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County contracts for this service.

**29. SOVEREIGN IMMUNITY**

The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

**30. MERGERS, ACQUISITIONS**

The Bidder shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a bid is submitted. If subsequent to the award of any contract resulting from this bid the Bidder shall merge or be acquired by another firm, the following documents must be submitted to the County.

1. Corporate resolutions prepared by the awarded Bidder and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
2. New Bidder's Federal Identification Number (FEIN); and
3. New Bidder's proposed operating plans.

Moreover, Bidder is required to provide the County with notice of any anticipated merger or acquisition as soon as Bidder has actual knowledge of the anticipated merger or acquisition. The New Bidder's proposed plan of operation must be submitted prior to

merger to allow time for submission of such plan to the Commissioners' Court for its approval.

**31. DELAYS**

The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County. There shall be no additional costs attributed to these delays should any occur. Bidder agrees it will make no claim for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Bidder attributed to these delays, should any occur. In addition, Bidder agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

**32. ACCURACY OF DATA**

Information and data provided through this bid are believed to be reasonably accurate.

**33. SUBCONTRACTING/ASSIGNMENT**

Bidder shall not assign, sell, or otherwise transfer its contract in whole or in part without prior written permission of Commissioners' Court. Such consent, if granted, shall not relieve the Bidder of any of its responsibilities under this contract.

**34. INDEPENDENT CONTRACTOR**

Bidder expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which Bidder or its subcontractors perform in providing the requirements stated in the Request for Bid.

**35. MONITORING PERFORMANCE**

The County shall have the unfettered right to monitor and audit the Bidder's work in every respect. In this regard, the Bidder shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Bidder shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Bidder's work and performance under this contract. In the event any such material is not held by the Bidder in its original form, a true copy shall be provided.

**The County of El Paso is an equal opportunity employer.**

**36. PROCUREMENT ETHICS**

**CODE OF ETHICS TRAINING AFFIDAVIT FORM**

**El Paso County Code of Ethics Training Requirement for Vendors:**

Any vendor involved in a single procurement exceeding \$50,000 must read and sign the El Paso County Code of Ethics Training Affidavit that is included in each bid packet. By reading and signing the Affidavit form, the bidder has confirmed that they have been trained in the El Paso County Code of Ethics. The training must be completed by an officer, principal, or other person with the authority to bind the company.

**Optional On-Line Training:** As an alternative to reading and completing the El Paso County Code of Ethics Training Affidavit, in compliance with Section 161 of the Texas Local Government Code, the training on the El Paso County Code of Ethics is accessible in an online format to Vendors and Lobbyists on an ongoing basis, subject only to limitations due to technical resources.

**The optional On-Line Training may be accessed and completed at:**  
[http://www.epcounty.com/ethicscom/trainingvendor\\_files/frame.htm](http://www.epcounty.com/ethicscom/trainingvendor_files/frame.htm)

If completed on-line, the training receipt should be printed out and included with the BID/RFP/RFQ/RFI.

# COUNTY OF EL PASO, TEXAS

## **CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS\***

### **Instructions for the certifications:**

#### **General Requirements**

The County of El Paso, Texas is required to obtain from all applicants of federal funds or pass-through certifications regarding federal debt status, debarment and suspension, and a drug free workplace. Institutional applicants are required to certify that they will comply with the nondiscrimination statutes and implementing regulations.

Applicants should refer to the regulations cited below to determine the certifications to which they are required to attest. Signature of the form provides for compliance with certification requirements under 21 CFR part 1405, "New Restrictions on Lobbying," 21 CFR part 1414, Government wide Debarment and Suspension (Non-procurement), Certification Regarding Federal Debt Status (OMB Circular A-129), and Certification Regarding the Nondiscrimination Statutes and Implementing Regulations. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the County of El Paso determines to award the covered cooperative agreement

#### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented in 21 CFR part 1405, for persons entering into a cooperative agreement over \$100,000, as defined at 21 CFR Part 1405, the applicant certifies that;

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement,

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award document for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

#### 1. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, for prospective participants in primary covered transactions

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or and a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to the application.

## 2. DRUG-FREE WORKPLACE

As required by the Drug Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

A. The applicant certifies that it will or will continue to provide a drug free workplace by:

(a). Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee must

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title, to: The County of El Paso, Texas, 500 East San Antonio Street, Suite 406, El Paso, Texas 79901. Notice shall include the identification number of each affected grant

(f) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

3. CERTIFICATION REGARDING FEDERAL DEBT STATUS (OMB Circular A-129)

The Applicant certifies to the best of its knowledge and belief, that it is not delinquent in the repayment of any federal debt.

4. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

The applicant certifies that it will comply with the following nondiscrimination statutes and their implementing regulations: (a) title VI of the Civil right Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 ec seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\*All three (3) pages of this document must be included in all responses.

# **HEALTH INSURANCE BENEFITS QUESTIONNAIRE**

Texas Local Government Code Section 262.0271 states the County may give preference to bidders that provide reasonable health insurance coverage to its employees, over a bidder that doesn't provide such insurance. Complete the questionnaire below if applicable. If not, check box #3.

1. Do you or your subcontractor(s) currently offer health insurance benefits to your employees?

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If so, please describe those health insurance benefits that you or your subcontractor(s) currently provide/offer to your employees.

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2. What percentage, if any, of your of your subcontractor's employees are currently enrolled in the health insurance benefits program?

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3.  **No. The bidder is not requesting the Health Insurance Benefits Preference.**

**Checking Box #3 will not disqualify you from participating in this bid selection process.**

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Business Name

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Date

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Name of Authorized Representative

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Signature of Authorized Representative



**COUNTY OF EL PASO**  
County Purchasing Department  
800 East Overland, Suite 300  
El Paso, Texas 79901  
(915) 546-2048  
(915) 546-8180 Fax

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RE: Bid # 16-010, Equipping Eleven (11) 2016 Ford Explorer Police Utility SUV's

Dear Vendor:

The Texas Local Government Code Chapter 176 requires all vendors and potential vendors who contract or seek to contract for the sale or purchase of property, goods, or services with any local government entity to complete and submit a Conflicts of Interest Questionnaire. Attached is a copy of the questionnaire.

In filing out the Questionnaire, the following are the County Officers that will award the bid and the employees which will make a recommendation to the Commissioners' Court:

County Officers: County Judge Veronica Escobar  
Commissioner Carlos Leon  
Commissioner David Stout  
Commissioner Vicente M. Perez  
Commissioner Andrew Haggerty

County Employees: Kennie Downing, Purchasing Agent  
Jose Lopez, Jr., Assistant Purchasing Agent  
Pete Gutierrez, Buyer II  
Lucy Balderama, Inventory Bid Technician  
Blanca Carbajal, Inventory Bid Technician  
Elvia Contreras, Formal Bid Buyer  
Edward Dion, County Auditor  
Wallace Hardgrove, Budget & Financial Manager  
Josie Brostrom, Assistant County Attorney  
Michael Martinez, Administration  
Lorena Rodriguez, Analyst  
Hopeton Staple, Fleet Manager  
Francisco Almada, Constable Pct. 1  
Jeremiah Haggerty, Constable Pct. 2  
Hector Bernal, Constable Pct. 3  
Luis Aguilar, Constable Pct. 4  
Manny Lopez, Constable Pct. 5  
Javier Garcia, Constable Pct. 6  
Rheda Sommers, Constable Pct. 7

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

**FORM CIQ**

<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p><b>OFFICE USE ONLY</b></p> <p>Date Received</p>
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p>	
<p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p><b>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b></p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	
<p><b>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b></p>	
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p><b>7</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity      Date</p>	

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	<b>OFFICE USE ONLY</b>
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.	

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 **AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**

**COUNTY OF EL PASO GUIDELINES AND CRITERIA  
FOR  
CONSIDERATION OF LOCATION  
OF BIDDER'S PRINCIPAL PLACE OF BUSINESS  
(LOCAL BUSINESS PREFERENCE POLICY)**

**I. AUTHORIZATION**

Section 271.905 of the Texas Local Government Code authorizes the County of El Paso to give consideration to the location of a bidder's principal place of business in awarding the bid ("Local Business Preference"). In order to do so, the County Commissioners Court must determine, in writing, that the local bidder offers the County the best combination of contract price and additional economic development opportunities for the County created by the contract award, including the employment of residents of the County and increased tax revenues to the County.

**II. GENERAL PURPOSE AND INTENT**

**A.** The purpose and intent of these Guidelines and Criteria is to set forth the parameters under which the County of El Paso may consider the location of a bidder's principal place of business in awarding the bid.

**B.** All applications for consideration will be considered on a case-by-case basis, and the decision to approve or deny consideration shall be at the discretion of the El Paso County Commissioners Court.

**C.** The County of El Paso reserves the right to reject all bids; award a contract to the lowest bidder; or to award the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.

**III. FACTORS THAT THE COUNTY MAY CONSIDER IN AWARDING A CONTRACT UNDER THE LOCAL PREFERENCE POLICY**

**A.** The bids must be for any real property or personal property that is not affixed to real property.

**B.** The location of the bidder's principal place of business must be in the County, as evidenced by submission of the current and valid Franchise Tax Certificate and the Certificate of Account Status on file with the Texas Secretary of State, or other documents if applicable under the Texas Business Organizations Code.

**C.** The bidder's bid price must be within 3% of the lowest and best qualified bid.

**D.** The bidder must include in the bid a written application for the Local Business Preference providing objective information satisfactory to the Commissioners Court as to how the award of the bid will lead to additional economic development opportunities for the County created by the contract award, including (1) The employment of County residents, and (2) Increased tax

revenues to the local government. Such information shall be as appropriate to the type of bid, but may include, but is not limited to:

- (i) bid amount as percentage of reported local annual sales/revenue;
- (ii) economic impact- number of employees added within past 12 months
- (iii) new job by salary category
- (iv) local annual property taxes paid

E. The bidder must not be tax-delinquent as to federal, state, or local taxes.

F. The bidder may not subcontract the award, or any part of the award.

G. The bidder must not be indebted to the County. "Debt" includes delinquent taxes, fines, fees, and delinquencies arising from written agreements with the County. (This provision will take effect immediately upon the action by Commissioners Court required under Texas Local Government Code section 262.0276).

H. In determining who is a responsible bidder, the commissioners court may take into consideration the safety record of the bidder, of the firm, corporation, partnership or institution represented by the bidder. (This provision will take effect immediately upon the action by Commissioners Court required under Texas Local Government Code section 262.0275).

I. All bidders, including owners, principals or officers if the bidder is a corporation or other legal entity, seeking Local Business Preference will be required to submit an affidavit of any and all political contributions to members of Commissioners Court for the previous 12 months.

J. A business in which a member of Commissioners Court has a substantial business interest as defined under Texas Local Government Code Chapter 171 is not eligible for consideration under the Local Business Preference Policy.

#### IV. APPLICATION

A. **Case By Case Basis.** If the Purchasing Agent and Procurement Review Panel determines that a proposed bid is appropriate for Local Business Preference, it will include in the bid the information required from the bidder. Only bids for real property or personal property that is not affixed to real property are eligible for the Local Business Preference.

B. **Written Application:** A bidder may request consideration for Local Business Preference by submitting the required information as part of the bid. There is no charge to submit the application.

C. **Contents of Application:** The application shall consist of a completed application form. The application must include objective, verifiable information from the bidder as to how the local bidder offers the County the best combination of contract price and additional economic development opportunities for the County created by the contract award, including the employment of County residents and increased tax revenues to the County. The application form may require such financial and other information, as the County deems appropriate for evaluating the financial capacity and other relevant factors of the applicant.

**V. ADMINISTRATION**

**A. Annual Assessment:** Each September, the Purchasing Agent shall separately account for all bids awarded pursuant to the Local Preference Policy and the County Auditor shall annually determine the total value of contracts awarded pursuant to the Local Preference Policy.

**B. Annual Reports:** Each September, a company receiving a contract award pursuant to the Local Business Preference shall report to the County its annual revenues, annualized employment levels distributed by wage brackets, the addition or deletion of capital assets in excess of \$1,000,000.00, and any other pertinent information that would affect the ability of the local operation to maintain its status as a going concern.

**C. "Buy Local" Provision:** Each recipient of Local Business Preference shall additionally agree to give preference and priority to local manufacturers, suppliers, contractors and labor, except where not reasonably possible to do so without added expense, substantial inconvenience, or sacrifice in operating efficiency. The Annual Report by the company shall include a summary of the action taken by the company pursuant to the "Buy Local" Provision.

**VI. CONFIDENTIALITY**

Information that is provided to the County in connection with an application or request for Local Business Preference under these Guidelines and Criteria shall be kept confidential and not be subjected to public disclosure except as required by law, the Texas Attorney General, or by an order of a court. Written information shall be released pursuant to a request under the Public Information Act, Chapter 552 of the Texas Government Code, as amended, by the officer for public information or his or her designee in accordance with the standards established under that act for confidentiality and closed records.

Adopted this 17<sup>th</sup> day of December, 2012 by the El Paso County Commissioners Court.

ATTEST

COUNTY OF EL PASO

  
\_\_\_\_\_  
County Clerk, Delia Briones

  
\_\_\_\_\_  
County Judge Veronica Escobar

**BID NO. 16-010**

**For additional information, see the Local Business Preference Policy (attached).**

**A. Qualification as a Local Business**

**Where is your principal place of business?**

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**Are you tax delinquent as to federal, state, or local taxes?** \_\_\_\_\_

**Are you registered to do business with the Texas Secretary of State?** \_\_\_\_\_

\_\_\_\_ **Attach a copy of your current Franchise Tax Certificate on file with the Texas Secretary of State.**

\_\_\_\_ **Attach a copy of your current Certificate of Account Status on file with the Texas Secretary of State.**

If the above documents do not apply, explain why and provide the equivalent documents required by the Texas Secretary of State and/or Texas Business Organizations Code for your type of business entity.

**B. Economic Development Opportunities**

**How will the bid award lead to additional economic development opportunities for the County?** *This information includes, but is not limited to, (1) The employment of County residents, and (2) Increased tax revenues to the local government. Such information shall be as appropriate to the type of bid, but may include, but is not limited to:*

- (i) bid amount as percentage of reported local annual sales/revenue, or total commodity sales;*
- (ii) economic impact- number of employees added within past 12 months*
- (iii) new jobs by salary category*
- (iv) local annual property taxes paid*

(You may attach your answer on a separate page, if you prefer).

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**C. No Subcontracting of Award**

The bidder may not subcontract the award, or any part of the award. Doing so will be grounds for termination of the contract and penalties. **Agreed \_\_\_ Yes \_\_\_ No**

**D. Affidavit of Contributions to members of Commissioners Court.**

Any and all political contributions by the bidder to members of Commissioners Court for the previous 12 months by the bidder, must be disclosed. This includes owners, principals or officers if the bidder is a corporation or other legal entity, must be disclosed. **Complete and sign the attached affidavit.**

**E. Annual Report.** If you are awarded the bid, you must provide the County, every September, a report of your revenues for the most recent year end, annual employment levels by wage brackets, the addition or deletion of capital assets in excess of \$1,000,000.00, and any other pertinent information that would affect the ability of your business to maintain its status as a going concern.

**F. Agreement to “Buy Local.”**

If you are awarded the bid, you agree to give preference and priority to County manufacturers, suppliers, contractors and labor, except where not reasonably possible to do so without added expense, substantial inconvenience, or sacrifice in operating efficiency. Your Annual Report (see Section E) must include a summary of the action taken by the company pursuant to the “Buy Local” Provision.

**G. Confidentiality.**

Information that is provided to the County in connection with an application or request for Local Business Preference shall be kept confidential and not be subjected to public disclosure except as required by law, the Texas Attorney General, or by an order of a court. Written information shall be released pursuant to a request under the Public Information Act, Chapter 552 of the Texas Government Code, as amended, by the officer for public information or his or her designee in accordance with the standards established under that act for confidentiality and closed records.

Name Of Business \_\_\_\_\_

Name Of Authorized Representative \_\_\_\_\_

Title Of Authorized Representative \_\_\_\_\_

Signature Of Authorized Representative \_\_\_\_\_

Date \_\_\_\_\_

AFFIDAVIT

To be completed by all vendors as described in section D of the local business preference application- By owner, if vendor is a sole proprietorship or all principals and officers if the vendor is a corporation or other legal entity

AFFIDAVIT

THE STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, who, first upon oath being duly sworn, deposed and stated:

I am fully competent to make this affidavit, and the information contained herein is based upon my personal knowledge..

1. My name is (\_\_\_\_\_). My title and principal place of business is \_\_\_\_\_.

2. For the previous 12 months from the signature date on this document, I or my company have made the following campaign contributions, gifts or any transfers of cash, checks or anything of value to any member of the El Paso County Commissioners Court, any person related by marriage or birth to the County Commissioners or County Judge or any member of the El Paso County administrative staff: (Provide Date, Amount or Cash Value of Gift, and Recipient’s Name and Title):  
\_\_\_\_\_.

[add any additional information you think necessary or appropriate]

\_\_\_\_\_

Affiant

The foregoing Affidavit was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ (Name), \_\_\_\_\_ (Title), both in his/her individual capacity and on behalf of \_\_\_\_\_ (Company).

\_\_\_\_\_

Notary Public, State of \_\_\_\_\_

**COUNTY OF EL PASO, TEXAS**  
Solicitation Check List

**Bid # 16-010**  
**Equipping Eleven (11) 2016**  
**Ford Explorer Police Utility SUV's**

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**THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE**

\_\_\_\_\_ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Tuesday, March 1, 2016. Did you visit our website ([www.epcounty.com](http://www.epcounty.com)) for any addendums?

\_\_\_\_\_ Did you sign the Bid?

\_\_\_\_\_ Did you sign the "Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Federal Debt Status, and Nondiscrimination Status And Implementing Regulations" document?

\_\_\_\_\_ If seeking preference, did you sign the "Health Insurance Benefits Questionnaire"?

\_\_\_\_\_ Did you sign and complete the required "Conflict of Interest Questionnaire"?

\_\_\_\_\_ Did you sign and complete the required "Certificate of Interested Parties Form"?

\_\_\_\_\_ Did you sign and complete the required "Ethics Training Affidavit Form"?

\_\_\_\_\_ Did you provide one original and four (4) electronic versions of the complete bid (CD/DVD/Flashdrive) in Word/PDF Format? Electronic copies must reflect the original hard copy.

\_\_\_\_\_ Did you sign and complete the "Local Business Preference Policy"?